

**MEMORANDUM OF AGREEMENT FOR THE 2022-2028  
SCREEN ACTORS GUILD–AMERICAN FEDERATION OF TELEVISION  
AND RADIO ARTISTS INTERACTIVE MEDIA AGREEMENT**

This Memorandum of Agreement is entered into between the Screen Actors Guild–American Federation of Television and Radio Artists (hereinafter referred to as “SAG–AFTRA” or “the Union”), on the one hand, and the companies listed on Schedule A (hereinafter, collectively, referred to as the “Employer”), on the other hand.

The provisions of this Memorandum of Agreement represent modifications to the 2020 Extension Agreement to the 2017-2020 SAG-AFTRA Interactive Media Agreement (“2020 Extension Agreement”), which incorporates the Memorandum of Agreement for the 2017-2020 SAG-AFTRA Interactive Media Agreement (“2017-2020 SAG-AFTRA IMA”) and the 2011-2014 AFTRA Interactive Media Agreement (“2011-2014 AFTRA IMA”). Except as modified herein, the terms of the 2011-2014 AFTRA IMA as incorporated in the 2017-2020 SAG-AFTRA IMA and 2020 Extension Agreement shall remain the same.

The terms and conditions set forth in this Memorandum of Agreement shall be effective July 10, 2025 (except when another effective date is specified).

**1. Term**

The term of the 2022-2028 SAG-AFTRA IMA shall be for six (6) years, commencing on November 8, 2022, and terminating after October 31, 2028.

**2. Compensation**

All wage rates set forth in Article I, Section 19, “Compensation,” as it applies to minimum scale, of the 2020 Extension Agreement shall increase by fifteen and point one seven percent (15.17%) effective on July 10, 2025, by three percent (3%) effective November 1, 2025, by three percent (3%) effective November 1, 2026, and by three percent (3%) effective November 1, 2027. These increases shall be compounded. The parties agree to the calculation of each such updated wage rate as set forth under Exhibit C. Notwithstanding the foregoing, Article I, Section 19.C “Additional Compensation” shall not be subject to general wage increases.

**3. Additional Compensation**

Amend Article I, Section 19.C “Additional Compensation,” to increase Incremental Additional Compensation amounts for Principal Performer Recording Sessions 7, 8, 9, and 10 by Ten Dollars

(\$10.00) each from Two Hundred and Seventy-Five Dollars (\$275.00) to Two Hundred and Eighty-Five Dollars (\$285.00).

4. **Non-Discrimination Policy; Special Considerations**

Modify the last sentence of Article I, Section 20.D, as follows:

“With regard to Performers who are blind or visually impaired, Employer and such Performers shall make mutually acceptable provisions to make the script and/or sides available to the Performer in advance of auditions **and in a format that can be used with screen-reading software.**”

5. **Prepayment of Overtime**

Amend Article I, Section 25 “Prohibition Against Crediting,” to include the following new section to allow Employer to include a prepayment of overtime in Performer’s initial compensation, as follows:

“Notwithstanding the foregoing, a Performer’s overscale compensation may include a prepayment of overtime compensation on the following conditions:

- (a) Except as provided in subsection (d), below, the ability to include such prepayment in a Performer’s initial compensation applies only to On-Camera Performers;
- (b) The overtime prepayment must be clearly reflected in the Performer’s offer, talent agreement, or other documentation of employment substantially in the form of ‘Performer will be paid \$X for their session and \$Y as a prepayment of Z hours of overtime’;
- (c) Where a Performer receives at least 400% of scale, Employer and Performer may agree to a prepayment of overtime of up to 4 work hours per day;
- (d) Where a Performer receives at least 600% of scale, Employer and Performer may agree to a prepayment of overtime of up to 14 work hours per day and, in this circumstance alone, such compensation may include On-Camera and Off-Camera services.”

6. **Late Payment**

Amend Article I, Section 31, “Payments,” as follows:

“A. Performers shall be paid not less than the minimum applicable fees due hereunder, in the legal tender of the United States not later than twelve (12) business days after **the later of** the date the services have been rendered **or the date that the Performer has furnished to the Employer or its designated payroll provider all paperwork**

required by federal, state, and local law in order to receive payment, provided, however, that the Employer or its payroll provider has informed the Performer of and/or delivered to the Performer all required paperwork not later than the day services are rendered. Employer shall promptly identify any missing or incomplete paperwork and work collaboratively with Performer to ensure that required paperwork is timely submitted. Without waiving the above time of payment requirement or any other provision of the Agreement, in the event that the Employer has failed to deliver the aforementioned paperwork to the Performer on or before the day that services are rendered, but provides it not later than 48 hours from the commencement of services, the Performer's failure to return such paperwork within 48 hours of receipt shall toll the accrual of liquidated damages for late payment for the period of such delay beyond 48 hours. The parties shall continue their existing practices as of November 7, 2022 with respect to providing checks and/or payroll documentation to SAG-AFTRA. All checks issued to the Performer Payroll reports shall be delivered to the appropriate SAG-AFTRA representative, office in the city in which the production occurs, unless Employer and a specific SAG-AFTRA local agree to a different method of distribution of payments.”

“B. Liquidated Damages for Late Payment

“The following cumulative payments shall be added to the compensation due and payable to the Performer for each day, beginning with the day following the day of Default: **Three Dollars and Fifty Cents (\$3.50)** ~~Two Dollars and Fifty Cents (\$2.50)~~ for each day's delinquency up to thirty (30) days (excluding Saturday, Sunday, and holidays which the Employer observes). Thereafter, the Liquidated Damages payment shall cease unless either SAG-AFTRA or the Performer gives written notice, **by e-mail**, to the **designated representative of the** Employer of the nonpayment. In the event such notice is given and full payment including accrued Liquidated Damages is not made within twelve (12) working days thereafter, the Employer shall be liable for an immediate Liquidated Damages of ~~seventy five dollars (\$75.00)~~ **One Hundred Fifty Dollars (\$150.00)** plus further Liquidated Damages payments at the rate of Five Dollars (\$5.00) per day from the date of receipt of notice of non-payment which shall continue without limitation as to time until the delinquent payment together with all Liquidated Damages are fully paid. Such Liquidated Damages shall be in addition to any and all other remedies which SAG-AFTRA may have against Employer under this Agreement.

“The above cumulative payments shall not apply in the following cases: [retain original language of items 1 - 5].”

## 7. **Health and Retirement**

Amend Article I, Section 34.A to increase contribution rates to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund by one-half percent (0.5%) on July 10, 2025 (to seventeen percent [17%] aggregate) and by another one-half percent (0.5%) effective October 31, 2026 (to seventeen and one-half percent [17.5%] aggregate). The total contributions to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund shall be allocated as follows: (i) 8.17% to the Health Plan and 8.83% to the AFTRA Retirement Fund, effective July 10, 2025; and (ii) 8.17% to the Health Plan and 9.33% to the AFTRA Retirement Fund, effective October 31, 2026.

## 8. **Casting and Auditions/Self-Tape**

Amend Article II, Section 1.A, “Casting and Auditions,” as follows:

“If Performers are requested to audition prior to an engagement, Employer shall provide the Performer (or his/her representatives) comprehensive information regarding the audition such as a specific time therefore, the nature of the role(s) available (whether Day Player, Three-Day Performer, etc.), the nature of the performance desired and any unusual working conditions (work involving animals, stunts, hazards, improvisations or nudity). An ample supply of segments of the script (“sides”) and/or storyboards for the particular role(s) which are the subject of the audition shall be available at the location of the audition at the time of the Performers’ sign-in. Cue cards may be used by Employer instead of sides or storyboards if Employer determines that script Material must be kept confidential.

**During or as part of a virtual audition (including self-taped or live virtual auditions), Employer shall not request a Performer to perform a stunt or other activity that is too dangerous to be done safely. If a stunt coordinator has been engaged, this determination shall be made as determined in consultation with the stunt coordinator.”**

## 9. **Overnight Location Consecutive Employment**

Amend Article II, Section 2, “Consecutive Employment,” by adding the following as a new Section 2.C (and re-letter remaining subsections):

“Notwithstanding the foregoing subsection, Performers employed on a Day Player contract while on a Distant Location shall be paid consecutive employment for all intervening days while on such location, provided that: (1) unless otherwise expressly

provided in the Performer's agreement, intervening days are paid at scale; (2) Employer need not pay for an intervening day if (a) Performer works for any other employer under a SAG-AFTRA contract on that day or (b) the work necessitating the intervening day occurs at Performer request or (c) if Performer is offered travel and remains at the Overnight Location at their own election; and (3) payment for intervening days is not due for more than 5 out of 7 days in a week (unless such Performer works more than 5 out of 7 days in such week.)"

#### **10. Retakes**

Amend Article II, Section 3.A, "Retakes, Added Scenes, Etc.," as follows:

"Compensation for the Retakes, Added Scenes, Etc. of a Performer shall be paid only for the days on which the Performer is actually so engaged. If such Retakes, Added Scenes, Etc. are commenced within ~~three (3)~~ **twelve (12)** months after the prior termination of employment Performers may be recalled to loop or make close-ups at . . . ."

Employer confirms that the term "Added Scenes" does not expand the scope of the second sentence of Article II, Section 3.A beyond "loop or make close-ups."

#### **11. Rate Maximums**

Replace the existing Article II, Section 6.C, "Rate Maximums," with the following:

"C. Overtime Rate Maximum: Performers paid double scale or more shall be paid overtime based on the rate of double (2x) scale."

#### **12. Rest Periods**

Amend Article II, Paragraph 12, "Rest Periods," subject to the inclusion of the clarifying provision below, as follows:

"Effective July 1, 2005, Employer shall provide voice-over Performers who are engaged to work in excess of one (1) hour with a five (5) minute rest period for each hour of recording, provided that an employer may accommodate a Performer's request that applicable rest periods be aggregated in order to permit earlier dismissal. **Effective July 10, 2025, On-Camera Principal Performers shall be given a 5-minute rest period for each hour of photography. To the extent that it is reasonable and consistent with Performer safety under the circumstances,**

**these rest periods may be combined (e.g., a 10-minute rest period after two hours of photography) at the request of Performers and/or at the discretion of the stunt coordinator. In the event that a rest period falls at the time of a lunch break called within four (4) hours of commencement of services, and provided that the lunch break is at least 35 minutes long, the 5-minute rest period for that hour may be included in the lunch break. In the event that a rest period falls at the end of the day, the Performer may be wrapped in lieu of having a rest period.”**

**In the event rest periods are combined, as set forth in the preceding paragraph, it will not be done in such a manner that contravenes any applicable law.”**

**13. Meal Periods**

Amend Article II, Paragraph 14.C, “Meal Periods,” as follows:

“All Performers shall be entitled to a basic ~~\$48.40~~ **\$60.00** per diem meal allowance on overnight locations. The Employer shall have the right to deduct from the per diem allowance the following amounts for each meal furnished, as follows: breakfast, ~~\$9.30~~ **\$12.00**; lunch, ~~\$14.00~~ **\$18.00**; dinner: ~~\$25.10~~ **\$30.00**.”

**14. Weekend Work**

Amend Article II, Section 19, to allow Performers to waive premiums for weekend work, but only when it is the Performer who is requesting to work on the weekend.

**15. Rehearsal Hours**

Article II, Section 23, “Pre-Recordings; Pre-Production Stills,” may be used for rehearsal purposes.

**16. Protection of Performers: Special Conditions**

Amend Article II, Section 28.B, “Protection of Performers; Special Conditions” by adding the following sentence:

“A person qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at all rehearsals and all performances during which hazardous action or work under hazardous

conditions is planned. Such person will have visible identification and be minimally qualified as an Emergency Medical Technician.”

**17. Employer Right to Terminate for Misconduct**

Amend Article I, Section 9.B., “Performer and Guild Duties,” to add a new Subjection 9.B.3 to read as follows:

“The Union agrees that there may be circumstances where a Performer has been terminated or suspended for alleged willful misconduct or gross negligence having, or potentially causing, an adverse impact on a production, workplace or business interest of the Employer, where payment to the Performer for work that was not completed due to such termination or suspension is not required by this Agreement. Accordingly, should the Union pursue a grievance seeking payment on that Performer’s behalf that Employer believes constitutes such a circumstance, that grievance may be tolled, at the Employer’s option, pending review of the matter by the Industry Cooperative Committee. If the Employer elects to toll the grievance pending review by the Industry Cooperative Committee, Employer agrees that the limitations period in Article I, Section 41 (Arbitration) and other defenses based on timeliness shall be tolled during such review period and that such period shall not be raised as a defense to the grievance should the Union elect to continue to pursue the grievance after review by the Industry Cooperative Committee. An arbitrator may not award Liquidated Damages for late payment on the amounts in dispute for the period of review by the Industry Cooperative Committee on a subsequent award of unpaid compensation provided that Employer has fully and timely paid Performer for all work performed prior to the termination or suspension.”

**18. Digital Replicas**

The parties agree to add language to the 2022-2028 SAG-AFTRA IMA on the subjects of “Digital Replicas” and “Generative Artificial Intelligence” as set forth under Exhibit A.

**19. Strike Suspension Terms**

In settlement of disputes arising out of the strike which occurred from July 26, 2024 to June 11, 2025, and in relation to the fact that SAG-AFTRA and the Employer concluded negotiations for the 2022-2028 SAG-AFTRA IMA, the parties agree as set forth under Exhibit B.

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[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT FOR THE 2022-2028  
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AND RADIO ARTISTS INTERACTIVE MEDIA AGREEMENT]

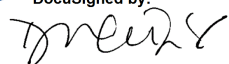
**ACKNOWLEDGED AND AGREED:**

**ON BEHALF OF THE COMPANIES  
LISTED ON SCHEDULE A**

By:   
Signed by: 09B31C8069CE4E4...  
William E. Zuckerman  
Print Name and Title  
Attorney

Date: 12/19/2025

**ON BEHALF OF SAG-AFTRA**

By:   
DocuSigned by: 85ADCC53809C486...  
National Executive Director & Chief Negotiator  
Print Name and Title

Date: 12/19/2025



## **Exhibit A**

The following provisions apply prospectively effective October 12, 2025. The parties reserve their respective positions and rights as to the scope of mandatory coverage under the Interactive Media Agreement.

Add the following to Article \_\_, Section \_\_:

*“Secondary Performance Payment”* (SPP) refers to a one-time payment that is required when the Employer uses the results and proceeds of a Principal Performer’s covered performance, rendered on or after October 12, 2025 (excluding any voice-over captured from the recordings) in any other Interactive Program which is produced by Employer. The SPP shall be 125% of IMA Scale per session worked during which the applicable performance was recorded if paid at the time of the session or within 90 days thereof in addition to the session payment during which the applicable performance was recorded; however, Employer can elect to pay the SPP thereafter, in which case the payment will be 135% of IMA Scale per session worked during which the applicable performance was recorded. The SPP may not be credited against Integration or Limited Integration payments (if any). Once per year, the Union may make a reasonable request in writing and the Employer will provide reasonable information regarding Employer’s payments of the SPP in the last twelve months. Should the Employer pay Integration, no SPP will be paid for those same excerpts.

Add the following to Article I, Section 3, Definitions:

*“Processing Practices”*: The term “Processing Practices” means the processing, editing, rearranging, altering, or manipulating of Material for purposes such as, without limitation, clarity, noise reduction, timing and speed, pitch and tone, sweetening, layering, stitching, effects, filtering, extending, retargeting, color correction, latticing, character rigging and skinning, character blendshapes, mesh, texture and animation cleanup and polishing, and visual asset cleanup.

*“Vocal Digital Replica”*: “Vocal Digital Replica” means a digital replica capable of algorithmically generating new vocal performances in the voice of a specific Principal Performer that is: (i) created using digital technology; (ii) created primarily from the IMA-covered vocal performances of the Performer; and (iii) used to independently generate new vocal performances, not previously recorded by the Performer and in lieu of that Performer, that are objectively identifiable as that specific Performer (including in the role of a character).

*“Visual Digital Replica”*: “Visual Digital Replica” means a digital replica capable of algorithmically generating new visual performances of a specific Principal Performer in particular role(s) that is: (i) created using digital technology; (ii) created primarily from the IMA-covered

visual performances of the Performer; and (iii) used to independently generate new visual performances of the Performer in specific role(s) in scripted cinematic content, not previously recorded by the Performer and in lieu of that Performer, where those visual performances are objectively identifiable as the Performer (including in the role of a character).

*“Generative Artificial Intelligence”* (“GAI”): The parties acknowledge that definitions of GAI vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2, Sora, Veo, ElevenLabs). It does not include ‘traditional AI’ technologies programmed to perform specific functions throughout game production such as character animation. The term GAI is used for convenience and shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

Independently Created Digital Replica (“ICDR”) means a digital replica capable of algorithmically generating new performances of a specific Principal Performer who has been employed under a SAG-AFTRA collective bargaining agreement within the preceding three (3) years: (i) that is created using digital technology; (ii) that is created from vocal performances or audiovisual performances (visual and vocal performance combined) or live action performances primarily of that Performer that were not IMA-covered or is created by prompting a GAI system with that Principal Performer’s name; (iii) that is used to independently generate new vocal performances, new audiovisual performances of the Performer in specific role(s) in scripted cinematic content, or live-action performances; (iv) where the newly generated performances would have been covered by the IMA had that Performer done the work themselves, are used in lieu of that Performer, and are objectively identifiable as that specific Performer’s voice (including in the role of a character) and/or visual likeness (for live action performances); and (v) where that Performer does not have an IMA-covered employment arrangement for the Interactive Program in which the ICDR will be used. Notwithstanding the foregoing, if an ICDR is created from more than a de minimis amount of IMA-covered Material, it will be deemed a Digital Replica, not an ICDR.

Visual Digital Replica(s), and Vocal Digital Replica(s) may be referred to collectively herein as “Digital Replica(s).” For the avoidance of doubt, Independently Created Digital Replica(s) (“ICDRs”) are referred to separately.

*“Real-Time Generation”*: “Real-Time Generation” means the dynamic generation of voiced dialogue in real time by a Vocal Digital Replica or an ICDR in any publicly released version of an Interactive Program, where the voiced dialogue was not pre-generated. For clarity, Real-Time Generation does not include Material generated by a Digital Replica or an ICDR during the course of production.

“*Consent*” means consent that is set forth in writing in a clear and conspicuous manner and may be obtained through an endorsement or statement in the Performer’s employment contract that is separately signed, checked, or initialed by the Performer or in a separate writing that is signed by the Performer. The employment contract or separate writing must disclose a reasonably specific description of the intended use of the Digital Replica including: (i) the information required by Article II, Section 8.A; and (ii) whether the Performer’s Digital Replica will be used for Real-Time Generation of dialogue. If the Employer meets the foregoing requirements in or with such writing, then “*Consent*” permits the Employer to use the Digital Replica for such roles, including all permitted uses under this Agreement. If such information is not provided in or with such writing, Employer must obtain separate consent for use of the Digital Replica for such roles. Consent that is granted with respect to the creation of new Materials using a Digital Replica for an Interactive Program shall be deemed suspended during a strike for Interactive Programs subject to the strike, and, for Interactive Programs that are not subject to the strike, Performers may suspend their Consent during such strike by written notice to Employer. Notwithstanding the foregoing, Consent shall not be suspended for any Materials generated by the Digital Replica prior to the suspension of Consent or for Digital Replicas that are incorporated into an Interactive Program prior to the suspension of Consent for the purposes of Real-Time Generation of dialogue. For the avoidance of doubt, Consent described above shall not apply to the use of an ICDR, which terms are set forth in Article I, Section \_\_, subsection 3.

Add a new Section \_\_ as follows:

It is understood that this Section \_\_ is not intended to restrict Processing Practices or to expand or contract the Employer’s or the Union’s rights and obligations existing as of July 10, 2025, such as, without limitation, Integration, Limited Integration, and Reuse rights. The scope of covered work under this Agreement is not being expanded or contracted.

Subsections 1-2 apply when an Employer uses the results and proceeds of the Performer’s IMA-covered performances produced under this Agreement, directly or through a third party, to create a Digital Replica of a Principal Performer and uses such Digital Replica as provided herein. Any time spent by the Performer employed under this Agreement in furtherance of creating the Digital Replica shall be compensated as work time. Notwithstanding the foregoing, this Section \_\_ will not apply to the use of a Digital Replica to generate alterations that are substantially as scripted, performed, and/or recorded by the Performer.

## **1. Use of Digital Replica**

The Employer must obtain the Performer’s Consent and negotiate compensation as described below, prior to the use of a Digital Replica of that Performer in connection with Interactive Programs subject to the limited exception for pre-production use expressly set forth herein. Any

Consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise at the time of the initial Consent. In the event the Principal Performer is deceased at the time the Employer seeks any required consent (and the Employer has not already obtained consent during such Performer's lifetime or the Principal Performer's consent is no longer valid after death), the Employer shall obtain the consent of the authorized representative (or the Union, if the deceased Principal Performer's authorized representative cannot be identified or located) who represents the deceased Principal Performer's exclusive rights as determined by applicable law. Employer shall exercise its rights to use Digital Replica(s) under this Section consistent with its obligations under Article I, Section 20 of this Agreement.

Except as provided in Article I, Section 18 "Trailers; Promotions", use of Material from Digital Replicas from an Interactive Program in a Linear Program shall be subject to Reuse provisions, as applicable, pursuant to Article I, Section 17 of this Agreement.

Performer's Consent for the use of the Performer's Digital Replica other than in the Interactive Program for which it was originally created must be obtained prior to the use of the Digital Replica, but may not be obtained at the time of initial employment. As an exception solely to the restriction of obtaining Consent at the time of initial employment, when a Performer is employed on an Interactive Program specifically identified to be part of a franchise, Consent to use the Performer's Digital Replica in the Interactive Programs of the franchise may be obtained at the time the Performer is first employed, provided that Employer gives a reasonably specific description of the intended use in such franchise and subject to the Performer and Employer reaching an agreement on the compensation on a per Interactive Program basis, as provided below.

No Consent is required for Processing Practices.

## **2. Compensation for Use of Digital Replica**

Compensation shall be treated as wages for all purposes. Payments may not be credited against any other compensation.

If the Employer uses Digital Replica(s) in the publicly released version(s) of an Interactive Program, the Employer shall compensate Performer in one of the following ways:

- a. Employer shall pay the Performer compensation for use of a Vocal Digital Replica in an amount not less than the Limited Integration payment set forth in Article I, 19.C.2, Section 19 "Compensation." For purposes of calculating the number of lines generated by a Vocal Digital Replica, a "line" shall include, on average, ten (10) words of dialogue or one (1) individual sound, such as monster or "effort" sounds.

b. If the use of a Vocal Digital Replica includes Real-Time Generation of vocal performances in connection with an Interactive Program, then Employer and Performer shall negotiate in good faith compensation in an amount no less than seven hundred fifty percent (750%) of applicable minimum scale.

c. Employer shall pay the Performer compensation for use of a Visual Digital Replica in an amount not less than applicable Scale for the number of production days that the Employer determines the Performer would have been required to work had the Performer instead performed that work in person. The Employer will make a good faith effort to estimate the number of production days (without regard to scheduling considerations e.g., intervening days, under consecutive employment provisions, overtime, meal periods, rest periods, etc.) utilizing objective criteria.

d. For content that is created using both a Vocal Digital Replica and a Visual Digital Replica, the compensation shall be the greater of subsection 2(a) or 2(c).

If Employer creates new Material generated by a Digital Replica solely for use in pre-production Material (e.g., “scratch”, “pre-viz”) for an Interactive Program, Employer shall pay the Performer a Scale payment, which may not be credited against any other amount due, and Consent is not required if such Interactive Program is part of a particular franchise of Programs in which Performer has been engaged by Employer. In the event of a strike, the Performer (or if deceased, Performer’s authorized representative), may by written notice to Employer suspend consent to the use of a Digital Replica and/or ICDR to generate new Material for use in pre-production. This suspension shall be effective regardless of whether Performer consent was obtained or required for the use of the Digital Replica and/or ICDR to generate pre-production Material.

The aggregate number of sessions worked by the Performer in creating the applicable Digital Replica, if any, shall be included in the calculation of such Performer’s Additional Compensation bonus due under this Agreement for the applicable Interactive Program; provided that in no event will any session be counted more than once for purposes of such calculation.

The Additional Compensation bonus shall be calculated based on the number of the equivalent sessions of work created by a Vocal Digital Replica based on Limited Integration, or for a Visual Digital Replica based on estimated days of work.

If the agreed use of a Digital Replica includes Real-Time Generation of dialogue, Employer shall pay such Performer the maximum required additional compensation bonus for such Interactive Program.

No compensation is required for Processing Practices.

### **3. Use of Independently Created Digital Replicas**

Employer may use an ICDR in connection with an Interactive Program, upon obtaining consent and bargaining for that use, which bargaining may include freely negotiating that the Principal Performer's compensation will be subject to contributions to the SAG-AFTRA Health Plan and AFTRA Retirement Fund at the rate and terms specified in the IMA. Consent must be clear and conspicuous and obtained prior to use in a writing signed by the Principal Performer that includes a reasonably specific description of the intended use, which will include whether the ICDR will be used for Real-Time Generation of dialogue. To the extent known at the time of the consent, such description should also include: (1) code name of the Program; (2) whether the Program is based upon a previously published intellectual property, including any film, television program, novel, play, videogame, or other work; (3) whether the Performer is being asked to reprise a role from a prior game; (4) description of genre (as one or more of): a) fighting/shooter, b) role playing game, c) simulation/racing/sports, or d) puzzle/casual/kids & family/strategy; and (5) whether use of profanity, content of a sexual or violent nature, or racial slurs are required. This information may be made subject to a non-disclosure agreement. Consent and bargaining are not required under this subsection 3 if the ICDR is provided by a third party that is authorized to provide the ICDR by the Performer.

The consent of a Performer that is granted with respect to the creation of new Materials using an ICDR for an Interactive Program may be suspended during a strike by written notice to Employer. Notwithstanding the foregoing, consent shall not be suspended for any Materials generated by the ICDR prior to the suspension of consent or for ICDRs that are incorporated into an Interactive Program prior to the suspension of consent for the purposes of Real-Time Generation of dialogue.

It is not the intent of the Employers to use an ICDR to circumvent the Digital Replica requirements set forth in this Section.

Section 6 ("Dispute Resolution") applies to claims brought under this subsection, provided that such claims shall be limited to whether Employer complied with its consent and compensation obligations agreed upon with the Performer.

No consent is required when the use is of the type protected by the First Amendment to the United States Constitution, including but not limited to instances when the First Amendment would protect a use for purposes of comment, criticism, scholarship, satire or parody, or would protect a use in a docudrama, or historical or biographical work. Any consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise. In the event the Performer is deceased at the time the Employer seeks

any required consent (and the Employer has not already obtained consent during the Performer's lifetime or the Performer's consent is no longer valid after death), the Employer shall obtain the consent of the authorized representative (or the Union, if the deceased Performer's authorized representative cannot be identified or located) who represents the deceased Performer's exclusive rights as determined by applicable law.

No consent or bargaining is required for Processing Practices.

Except as provided in this subsection, no other terms of this Agreement shall apply to the use of an ICDR.

#### **4. Digital Replica and ICDR Usage Report**

Employer agrees that it will provide Performer, within 90 days of the public release of the applicable Interactive Program, reasonable information about the usage of Digital Replicas and ICDRs of such Performer (to the extent applicable), including a reasonably specific description of the character(s) for which the Performer's Digital Replica or ICDR was used and a reasonably specific description of the compensation calculation (e.g., number of lines specified, estimated number of production days) or the negotiated payment.

#### **5. Generative Artificial Intelligence**

The parties acknowledge the importance of human performance in Interactive Programs and the potential impact on employment under this Agreement when a GAI system is used in lieu of Performers to generate Material for use in Interactive Programs that would otherwise be performed by those Performers.

Employer acknowledges that the provisions of this Section (XX) do not address all possible forms of digital replicas, and agrees that, with respect to any such digital replicas not covered herein, it shall comply with all applicable law and legal requirements in connection with the creation and use of such digital replicas, which requirements may include, without limitation, obtaining consent and bargaining for such use.

#### **6. Dispute Resolution**

Claims for violation of this Section (XX) are arbitrable under Section 41 of the IMA and must be brought under that Section in front of an arbitrator who is selected from among a predetermined list of five arbitrators mutually agreed upon by the Union and the Employers. It is the intent of the parties that the predetermined list of arbitrators must only include arbitrators who have the relevant

expertise and experience to determine claims brought under Section (XX). The authorized list of arbitrators is as follows:

Gail Title  
Fredric Horowitz  
Michael Prihar  
Douglas Collins  
Chris Cameron

The parties shall attempt to mutually agree upon an arbitrator to hear and determine the dispute from the aforementioned list. If the parties cannot agree upon an arbitrator to be appointed, then each party shall have the right to alternately strike one name from the list until such time as one arbitrator is left. The first party to strike a name shall be the party initiating the claim. The arbitrator who is left shall be appointed as the arbitrator in the proceedings, and the costs and expenses of the arbitrator shall be shared equally by the Union and Employer. The arbitrator shall be selected within fifteen (15) days from the date the arbitration demand is served. The arbitrator's remedy in any arbitration brought under this Section (XX) shall be limited to monetary damages.

## **7. Mutual Cooperation on Generative Artificial Intelligence**

Subject to the appropriate confidentiality agreements, the Employers and SAG-AFTRA shall meet regularly during the term of the 2022-2028 Agreement to discuss the topics in this Section \_ and Section \_\_. The parties agree the discussion will include topics such as how to enforce the rights and obligations hereunder.



## **Exhibit B**

1. The Union agrees to suspend the strike and instruct performers to return to work immediately, including for the rendering of services related to publicity and promotion of Interactive Programs.
2. Employers agree that they will not retaliate against striking performers and will continue with any suspended and/or anticipated engagements of striking performers and honor any contractual guarantees in effect at the time the strike was called unless the performer's services are no longer required for the Interactive Program. Performers shall similarly honor any contractual obligations in effect at the time the strike was called unless the performer's services are no longer required for the Interactive Program.
3. Contractual provisions related to work time and span shall be deemed extended by the duration of the strike, subject to any better terms that a performer may have in their personal services agreement, unless the performer's services are no longer required for the Interactive Program.
4. The parties recognize that, during the strike period, claims may have arisen concerning the obligations of the Union and Employers under the 2020 IMA or its predecessors. Such claims that arose during the strike period shall not be subject to arbitration under the 2022 IMA or its predecessors, except by mutual consent of the Union and the Employer involved. This agreement shall not limit the right of either party to pursue claims concerning such rights in other forums (*e.g.*, court, NLRB), subject to the obligation of the Union or Employer to first file a grievance under the 2022 IMA procedures and, failing resolution, instituting formal legal proceedings.
5. The Union shall withdraw, with prejudice, the unfair labor practice charges alleged in NLRB Case No. 31-CA-351265 and NLRB Case No. 31-CA-366007, and any and all other charges which the Union has filed arising from either the negotiation of the 2022 IMA or the strike conducted in connection therewith. The claims set forth in the withdrawn charges shall not be refiled. Additionally, neither the Union nor the Employers shall file any new charges arising from either the negotiation of the 2022 IMA or the strike conducted in connection therewith.
6. The parties agree to jointly recommend to the Trustees of the Health Plan as follows:
  - a. Performers shall be credited with a percentage of their highest annual IMA earnings for the three-year period immediately preceding the strike period. This percentage shall be the percentage of the past 12-month period during which the strike was in effect. Performers that retroactively qualify for health coverage based on those credited earnings shall receive retroactive health coverage.
  - b. Participants who do not qualify under (a) above, but who are credited with IMA earnings under (a) above that meet or exceed half of the qualification threshold and who have exhausted their Extended Career COBRA Benefit during the strike period or will exhaust their benefit within a year of strike termination receive a nine (9) month extension of the benefit.
7. The parties agree to jointly recommend to the trustees of the AFTRA Retirement Fund as follows:

- a. No part of the strike period shall count toward the application of any break in service rules.
  - b. Participants who earned a pension credit in three (3) of the five (5) plan years immediately preceding the strike using any IMA-covered earnings in all three of those years, but who failed to earn a pension credit in Plan Year 2024 or Plan Year 2025, shall be retroactively awarded a pension credit for those years or either of them in which they did not otherwise earn a pension credit.
8. Disputes arising under this strike suspension agreement shall be subject to arbitration under the IMA arbitration clause.

## Exhibit C

### SAG-AFTRA Interactive Media Agreement Wage Table

3%                      3%                      3%

|                       |                       |                       |                       |
|-----------------------|-----------------------|-----------------------|-----------------------|
| 07/10/25-<br>10/31/25 | 11/01/25-<br>10/31/26 | 11/01/26-<br>10/31/27 | 11/01/27-<br>10/31/28 |
|-----------------------|-----------------------|-----------------------|-----------------------|

#### Off-Camera Performers:

|                                             |            |            |            |            |
|---------------------------------------------|------------|------------|------------|------------|
| Day Performer (up to 3 voices / 4-hour day) | \$1,101.89 | \$1,134.95 | \$1,169.00 | \$1,204.06 |
| Day Performer (1 voice / 1 hour)            | \$551.09   | \$567.62   | \$584.65   | \$602.19   |
| Additional Voices (each)                    | \$367.39   | \$378.41   | \$389.76   | \$401.46   |
| 6-10 Voices / 6-hour day                    | \$2,204.64 | \$2,270.78 | \$2,338.90 | \$2,409.07 |

#### Off-Camera Singers:

|                                                                                   |            |            |            |            |
|-----------------------------------------------------------------------------------|------------|------------|------------|------------|
| Solo/Duo (4-hour day)                                                             | \$1,101.89 | \$1,134.95 | \$1,169.00 | \$1,204.06 |
| Hourly Rate*                                                                      | \$551.09   | \$567.62   | \$584.65   | \$602.19   |
| Group Singers 3-8 (4-hour day)                                                    | \$583.62   | \$601.13   | \$619.16   | \$637.74   |
| Group Singers 9+ (4-hour day)                                                     | \$506.75   | \$521.95   | \$537.61   | \$553.74   |
| Group Hourly Rate*                                                                | \$326.79   | \$336.59   | \$346.69   | \$357.09   |
| Contractor 3-8 (4-hour day)                                                       | +50%       | +50%       | +50%       | +50%       |
| Contractor 9+ (4-hour day)                                                        | +100%      | +100%      | +100%      | +100%      |
| *Once Producer engages Singers at hourly rate, no conversion to Day Player rates. |            |            |            |            |

#### Atmospheric Voices:

|                                           |            |            |            |            |
|-------------------------------------------|------------|------------|------------|------------|
| Up to 20 Atmospheric Voices (4-hour day)  | \$1,101.89 | \$1,134.95 | \$1,169.00 | \$1,204.06 |
| Unlimited Atmospheric Voices (4-hour day) | \$2,204.07 | \$2,270.19 | \$2,338.30 | \$2,408.45 |
| Up to 3 Atmospheric Voices (1 hour)       | \$551.09   | \$567.62   | \$584.65   | \$602.19   |

#### On-Camera Performers:

|                                                   |                            |                            |                            |                            |
|---------------------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Day Performer (including solo/duo singers)        | \$1,101.89                 | \$1,134.95                 | \$1,169.00                 | \$1,204.06                 |
| 3-Day Performers (including solo/duo singers)     | \$2,788.27                 | \$2,871.92                 | \$2,958.08                 | \$3,046.82                 |
| Weekly Performers (including solo/duo singers)    | \$3,825.08                 | \$3,939.83                 | \$4,058.03                 | \$4,179.77                 |
| 6-Day Overnight Location                          | \$4,206.87                 | \$4,333.08                 | \$4,463.07                 | \$4,596.96                 |
| Group Singers 3-8 (4-hour day)                    | \$1,045.74                 | \$1,077.11                 | \$1,109.43                 | \$1,142.71                 |
| Group Singers 9+ (4-hour day)                     | \$912.15                   | \$939.51                   | \$967.70                   | \$996.73                   |
| Contractor 3-8                                    | +50%                       | +50%                       | +50%                       | +50%                       |
| Contractor 9+                                     | +100%                      | +100%                      | +100%                      | +100%                      |
| Step Out:                                         |                            |                            |                            |                            |
| Per day –up to 15 cumulative bars                 | \$1,652.98                 | \$1,702.57                 | \$1,753.65                 | \$1,806.26                 |
| Per day – 16+ cumulative bars or detained 1 hour+ | Group rate<br>+ \$1,101.89 | Group rate<br>+ \$1,134.95 | Group rate<br>+ \$1,169.00 | Group rate<br>+ \$1,204.06 |

#### Dancers:

|                                      |            |            |            |            |
|--------------------------------------|------------|------------|------------|------------|
| Rehearsal Days Only                  | \$647.83   | \$667.26   | \$687.28   | \$707.90   |
| Work Days (no rehearsal):            |            |            |            |            |
| Solo/Duo                             | \$1,101.89 | \$1,134.95 | \$1,169.00 | \$1,204.06 |
| Group 3-8                            | \$965.70   | \$994.67   | \$1,024.51 | \$1,055.25 |
| Group 9+                             | \$843.62   | \$868.93   | \$895.00   | \$921.85   |
| Weekly Option (includes rehearsals): |            |            |            |            |

|                |            |            |            |            |
|----------------|------------|------------|------------|------------|
| Solo/Duo       | \$3,543.21 | \$3,649.51 | \$3,758.99 | \$3,871.76 |
| Group 3-8      | \$3,246.93 | \$3,344.34 | \$3,444.67 | \$3,548.01 |
| Group 9+       | \$2,953.82 | \$3,042.43 | \$3,133.71 | \$3,227.72 |
| Hazardous Work | \$99.33    | \$102.31   | \$105.38   | \$108.54   |

**Additional Compensation\*\*:**

Session bonus:

Aggregate paid:

|                          |          |            |
|--------------------------|----------|------------|
| 1 <sup>st</sup> Session  | \$75.00  | \$75.00    |
| 2 <sup>nd</sup> Session  | \$125.00 | \$200.00   |
| 3 <sup>rd</sup> Session  | \$175.00 | \$375.00   |
| 4 <sup>th</sup> Session  | \$175.00 | \$550.00   |
| 5 <sup>th</sup> Session  | \$225.00 | \$775.00   |
| 6 <sup>th</sup> Session  | \$225.00 | \$1,000.00 |
| 7 <sup>th</sup> Session  | \$285.00 | \$1,285.00 |
| 8 <sup>th</sup> Session  | \$285.00 | \$1,570.00 |
| 9 <sup>th</sup> Session  | \$285.00 | \$1,855.00 |
| 10 <sup>th</sup> Session | \$285.00 | \$2,140.00 |

\*\*Paid to all principal performers no later than the release date of the game. Additional compensation can be credited against over-scale salaries.

**Background Actors:**

|                                      |          |          |          |          |
|--------------------------------------|----------|----------|----------|----------|
| General Background Actors            | \$188.88 | \$194.55 | \$200.38 | \$206.39 |
| Special Ability Actors and Stand-ins | \$236.67 | \$243.77 | \$251.08 | \$258.62 |
| Wet Work                             | \$18.72  | \$19.28  | \$19.86  | \$20.46  |
| Body Makeup, Skull Cap, Hair Goods   | \$24.47  | \$25.20  | \$25.96  | \$26.74  |

**SCHEDULE A**

Activision Productions, Inc.

Blindlight, LLC

Disney Character Voices, Inc.

Electronic Arts Productions Inc.

Formosa Interactive, LLC

Insomniac Games, Inc.

Take 2 Productions, Inc.

WB Games Inc.

Llama Productions LLC